

213  
Rec. No. 11444-F

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE\*  
GEORGE JOHN KETO  
RICHARD N. BAGENSTOS  
JAMES C. MARTIN, JR.\*

\* ALSO ADMITTED IN NEW YORK  
\* ALSO ADMITTED IN OHIO  
\* ALSO ADMITTED IN MARYLAND

LAW OFFICES  
**ALVORD AND ALVORD**

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL  
URBAN A. LESTER

CABLE ADDRESS  
"ALVORD"

TELEX  
440367 A AND A

TELEFAX  
(202) 393-2156

RECORDATION NO. 11444-F

January 19, 1989

JAN 19 1989 12 45 PM 9-019A028

INTERSTATE COMMERCE COMMISSION JAN 19 1989

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Date \_\_\_\_\_  
Fee \$ 13.00  
ICC Washington, D.C.

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are six (6) original executed copies of an Amendment Agreement No. 3 dated as of November 30, 1988, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document amends a Lease of Railroad Equipment dated as of January 2, 1980 (the "Lease") which was filed and recorded with the Interstate Commerce Commission on February 1, 1980 at 11:00 a.m. and assigned Recordation Number 11444-B.

The names and addresses of the parties executing the enclosed document are:

Burlington Northern Railroad Company (formerly  
Burlington Northern Inc.)  
176 East Fifth Street  
St. Paul, Minnesota 55101

Mercantile-Safe Deposit and Trust Company  
P.O. Box 2258  
Baltimore, Maryland 21203

BameriLease, Inc.  
P.O. Box 37009  
San Francisco, California 94137

*(Dunlap)*  
*CT. Kappler*

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
January 19, 1989  
Page Two

A description of the railroad equipment covered by the enclosed document is set forth in Appendix A to the Lease, as previously amended of record.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return five (5) stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Amendment Agreement No. 3 dated as of November 30, 1988 executed by Burlington Northern Railroad Company (formerly Burlington Northern Inc.), Mercantile-Safe Deposit and Trust Company and BameriLease, Inc. covering locomotives bearing BN marks and numbers.

Very truly yours,

  
Charles T. Kappler

Enclosures

RECORDATION NO. 11444-F  
JAN 19 1989 12 42 PM  
INTERSTATE COMMERCE COMMISSION

RAILROAD COMPANY  
AMENDMENT AGREEMENT No. 3 dated  
as of November 30, 1988, among  
BURLINGTON NORTHERN INC. ("Lessee"),  
MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY ("Agent"), BAMERILEASE, INC.  
("Vendee")

WHEREAS Vendee and Lessee have entered into a Lease  
of Railroad Equipment dated as of January 2, 1980 ("Lease");

WHEREAS Vendee and Agent have entered into an  
Assignment of Lease and Agreement dated as of January 2, 1980  
("Lease Assignment");

WHEREAS Vendee, Lessee, Agent and General Motors  
Corporation (Electro-Motive Division) ("Builder") have entered  
into an Amendment Agreement dated as of June 1, 1980  
("Amendment Agreement No. 1");

WHEREAS, Vendee, Lessee, Agent and Builder have  
entered into Amendment Agreement No. 2 dated as of August 1,  
1980 ("Amendment Agreement No. 2");

WHEREAS the Lease and Lease Assignment were filed  
with the Interstate Commerce Commission pursuant to 49 U.S.C.  
§11303 on February 1, 1980, at 11:00 a.m. and were assigned  
recordation numbers 11444-B and 11444-C, respectively, and were  
deposited in the Office of the Registrar General of Canada  
pursuant to Section 86 of the Railway Act of Canada on  
February 4, 1980, at 9:40 a.m.;

WHEREAS Amendment Agreement No. 1 was filed with  
the Interstate Commerce Commission pursuant to 49 U.S.C. §11303  
on June 19, 1980, at 11:00 a.m., and was assigned recordation  
number 11444-D, and deposited in the Office of the Registrar  
General of Canada pursuant to Section 86 of the Railway Act of  
Canada on June 23, 1980, at 10:10 a.m.;

WHEREAS, Amendment No. 2 was filed with the  
Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on  
August 20, 1980, at 12:00 Noon, and was assigned recordation  
number 11444-E, and deposited in the Office of the Registrar  
General of Canada pursuant to Section 86 of the Railway Act of  
Canada on August 21, 1980, at 9:58 a.m.;

WHEREAS, Vendee and Lessee have entered into a  
letter agreement dated December 3, 1980 ("Letter"), a copy of  
which is attached as Exhibit A;

WHEREAS the parties hereto desire to amend the Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. §3.1(1) of the Lease is hereby amended and restated in its entirety as follows:

"(1) As rental for each Unit subject to this Lease, the Lessee agrees to pay the Lessor 20 consecutive annual payments payable, in arrears, on December 30 in each year, commencing December 30, 1981, to and including December 30, 2000. The 20 annual rental payments shall each be in an amount equal to the basic lease rate set forth in Appendix B-1 hereto for the applicable payment date multiplied by the Purchase Price (as defined in Paragraph 4.1 of the Conditional Sale Agreement) of each Unit."

2. The first sentence of §16.1 of the Lease is amended and restated in its entirety as follows:

"Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may by written notice delivered to the Lessor not less than 180 days prior to the end of the original term elect to extend such original term of this Lease in respect of all but not less than all the Units then covered by this Lease, for an additional two-year period commencing on the scheduled expiration of such original term of this Lease."

3. Appendices B-1 and C to the Lease are hereby amended and restated in their entirety as shown in Exhibit B hereto.

4. The Lease Assignment is hereby amended to permit the foregoing amendments to the Lease as though originally set forth therein.

5. The Lessee will promptly cause this Amendment Agreement No. 3 to be filed and recorded in accordance with the provisions of §18 of the Lease.

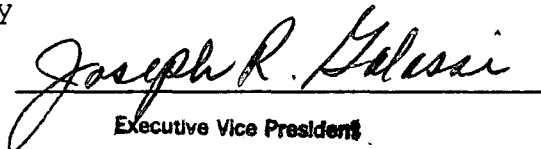
6. Except as amended hereby and by Amendment Agreement No. 1, Amendment No. 2 and the Letter, the Lease and the Lease Assignment shall remain in full force and effect.

7. This Amendment Agreement No. 3 may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Agent shall be deemed the original and all other counterparts shall be deemed duplicates thereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

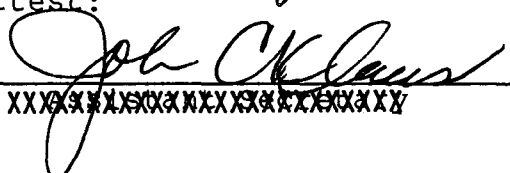
BURLINGTON NORTHERN RAILROAD COMPANY,  
FORMERLY  
BURLINGTON NORTHERN INC.,

by

  
Executive Vice President

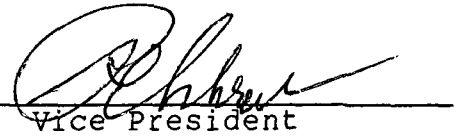
XXXXXXXXXXXXXXXXXXXX

Attest:

  
XXXXXXXXXXXXXXXXXXXX

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

  
Vice President

[Corporate Seal]

Attest:

  
Corporate Trust Officer

BAMERILEASE, INC.

by

  
Vice President

[Corporate Seal]

Attest:

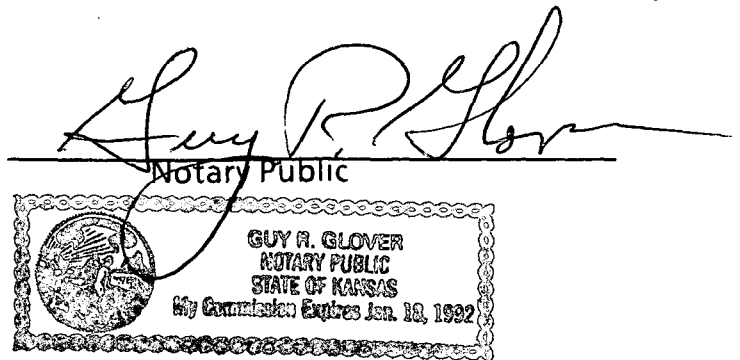
  
Assistant Secretary

STATE OF KANSAS, )  
 ) ss.:  
COUNTY OF JOHNSON, )

On this 21<sup>st</sup> day of December, 1988, before me personally appeared Joseph R. Galassi, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



My Commission expires



STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this 29<sup>th</sup> day of December, 1988, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

(Notarial Seal)

My Commission expires

7-1-90

Notary Public

STATE OF CALIFORNIA,       )  
  ) ss.:  
COUNTY OF SAN FRANCISCO,)

On this 7<sup>th</sup> day of December 1988, before me personally appeared A. Paul Goetze, to me personally known, who, being by me duly sworn, say that he is the Vice President of BAMERILEASE, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Jarvie Olmos  
Notary Public

[Notarial Seal]

My Commission expires JULY 19, 1991





**BANKAMERILEASE GROUP**

BANKAMERICA COMPANIES

555 CALIFORNIA STREET, SAN FRANCISCO, CA 94104. (415) 953-1644

December 3, 1980

D. C. (MAX) BLACKWOOD  
Assistant Vice PresidentMr. Raymond C. Burton  
Vice President & Treasurer  
BURLINGTON NORTHERN INC.  
176 East Fifth Street  
St. Paul, MN 55101

Dear Ray:

As per the Lease Agreement, 1980 Second Half, dated January 2, 1980, between yourselves and BameriLease, Inc., covering locomotives, we are hereby notifying you of an increase in the rentals. See the Amended Appendix B-1 to the Lease attached. In addition we have included an Amended Appendix C to the Lease revising the related Casualty Values.

As per Section 3.1(2) of the Lease Agreement, if for any reason any Units are settled for other than as assumed, then the basic lease rates will be adjusted to at least equal the previously contemplated Net Economic Return.

The planned settlement dates and amounts were as follows:

<u>Assumed Settlement Date</u>	<u>Assumed Settlement Amount</u>	<u>Assumed Investors' Funds</u>	<u>Assumed Lessor's Funds</u>
8/20/80	\$ 9,455,976.36	\$ 6,984,371.38	\$ 2,471,604.98
9/20/80	9,456,011.82	6,984,397.55	2,471,614.27
11/13/80	9,456,011.82	6,984,397.55	2,471,614.27
12/20/80	<u>7,092,000.00</u>	<u>5,238,291.62</u>	<u>1,853,708.38</u>
	<u>\$35,460,000.00</u>	<u>\$26,191,458.10</u>	<u>\$ 9,268,541.90</u>

The actual settlement dates and amounts were as follows:

<u>Actual Settlement Date</u>	<u>Actual Settlement Amount</u>	<u>Actual Investors' Funds</u>	<u>Actual Lessor's Funds</u>
7/28/80	\$ 9,457,028.83	\$ 6,985,148.74	\$ 2,471,880.09
8/21/80	26,116,632.34	13,486,160.20	12,630,472.14
10/16/80	Ø	3,666,808.71	( 3,666,808.71)
11/20/80	<u>Ø</u>	<u>2,137,292.85</u>	<u>( 2,137,292.85)</u>
	<u>\$35,573,661.17</u>	<u>\$26,275,410.50</u>	<u>\$ 9,298,250.67</u>

Mr. R.C. Burton  
(BN-1/80)

- 2 -

December 3, 1980

Such basic lease rates are also calculated on the assumption that:

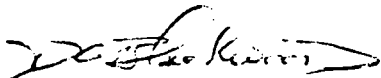
- (i) The amount of interim interest would not exceed 1.675% of the aggregate Purchase Price;
- (ii) the amount of the commitment fee and interest thereon would not exceed 0.376% of the aggregate Purchase Price; and
- (iii) the amount of the fees and expenses would not exceed \$35,800.

Actual expenses were as follows:

- (i) Interim interest was 2.50332% of aggregate Purchase Price;
- (ii) commitment fee was 0.33469% of aggregate Purchase Price; and
- (iii) fees and expenses were \$28,710.18.

If you should have any questions, please do not hesitate to call me.

Cordially,



D. C. Blackwood  
Assistant Vice President

DCB:io  
ATTACH.

APPENDIX B-1 TO LEASE

<u>Date</u>	<u>Percentage of Purchase Price*</u>
12/30/81	7.9697444
12/30/82	7.9697444
12/30/83	7.9697444
12/30/84	7.9697444
12/30/85	7.9697444
12/30/86	7.9697444
12/30/87	9.7407988
12/30/88	9.7407988
12/30/89	9.7407988
12/30/90	9.7407988
12/30/91	9.7407988
12/30/92	9.7407988
12/30/93	9.7407988
12/30/94	9.7407988
12/30/95	9.7407988
12/30/96	9.7407988

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\* As defined in paragraph 4.1 of the Conditional Sale Agreement.

APPENDIX C TO LEASE

<u>Casualty Payment Dates</u>	<u>Percentage of Purchase Price*</u>
12/30/80 and before	86.3701526
6/30/81	91.0048628
12/30/81	87.9054326
6/30/82	92.3185581
12/30/82	88.8172639
6/30/83	92.8509586
12/30/83	88.9810040
6/30/84	92.6599215
12/30/84	88.4470162
6/30/85	91.7986800
12/30/85	87.2713591
6/30/86	90.3260943
12/30/86	85.5160220
6/30/87	88.3203868
12/30/87	81.5286754
6/30/88	84.0827807
12/30/88	77.0260322
6/30/89	79.3451870
12/30/89	72.0425548
6/30/90	74.1388166
12/30/90	66.6122825
6/30/91	68.5061029
12/30/91	60.7749907
6/30/92	62.4873526
12/30/92	54.5722895
6/30/93	56.1139486
12/30/93	48.0282550
6/30/94	49.3322164
12/30/94	41.1095993
6/30/95	42.2969051
12/30/95	33.9837507
6/30/96	35.0953451
12/30/96	26.7052700
6/30/97	27.7380026
12/30/97	25.1855563
6/30/98	26.1583332
12/30/98	23.5435693
6/30/99	24.4515740
12/30/99	21.7694866
6/30/2000	22.6075160
12/30/2000	20.0000000

\* As defined in paragraph 4.1 of the Conditional Sale Agreement.

## EXHIBIT B

## APPENDIX B-1 TO LEASE DATED AS OF JANUARY 2, 1980

<u>Date</u>	<u>Percentage of Purchase Price*</u>
12/30/81.....	7.9697444
12/30/82.....	7.9697444
12/30/83.....	7.9697444
12/30/84.....	7.9697444
12/30/85.....	7.9697444
12/30/86.....	7.9697444
12/30/87.....	9.7407988
12/30/88.....	8.5897850
12/30/89.....	8.5897850
12/30/90.....	8.5897850
12/30/91.....	8.5897850
12/30/92.....	8.5897850
12/30/93.....	8.5897850
12/30/94.....	8.5897822
12/30/95.....	8.6260590
12/30/96.....	9.0207668
12/30/97.....	8.1225320
12/30/98.....	8.5897850
12/30/99.....	8.5897850
12/30/00.....	8.5897850

\*As defined in paragraph 4.1 of the Conditional Sale Agreement.

APPENDIX C TO LEASE DATED AS OF JANUARY 2, 1980

<u>Casualty Payment Dates</u>	<u>Percentage of Purchase Price*</u>
12/30/80 and before.....	86.3701526
6/30/81.....	91.0048628
12/30/81.....	87.9054326
6/30/82.....	92.3185581
12/30/82.....	88.8172639
6/30/83.....	92.8509586
12/30/83.....	88.9810040
6/30/84.....	92.6599215
12/30/84.....	88.4470162
6/30/85.....	91.7986800
12/30/85.....	87.2713591
6/30/86.....	90.3260943
12/30/86.....	85.5160220
6/30/87.....	88.3203868
12/30/87.....	81.5286754
6/30/88.....	84.0827807
12/30/88.....	78.8996505
6/30/89.....	81.8459874
12/30/89.....	76.3187510
6/30/90.....	79.0696874
12/30/90.....	73.1962999
6/30/91.....	75.5180594
12/30/91.....	69.3718685
6/30/92.....	71.5336704
12/30/92.....	65.2345160
6/30/93.....	67.2487306
12/30/93.....	60.8041367
6/30/94.....	62.6640130
12/30/94.....	56.0619760
6/30/95.....	57.7481274
12/30/95.....	50.9329261
6/30/96.....	52.4323395
12/30/96.....	45.0351149
6/30/97.....	46.3207869
12/30/97.....	39.5946665
6/30/98.....	40.7323701
12/30/98.....	33.3912650
6/30/99.....	34.3593646
12/30/99.....	26.8440371
6/30/00.....	27.6331706
12/30/00 and thereafter.....	20.0000000

\*As defined in paragraph 4.1 of the Conditional Sale Agreement.